

## Christopher Canter

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**From:** Jonathan Marashlian [jsm@thglaw.com]  
**Sent:** Thursday, September 07, 2006 12:19 PM  
**To:** 'Stephen Murray'  
**Cc:** 'Fred Miri'; 'skrivanm@madisonriver.net'; 'David Rudd--GR'; 'Michael Shuler'  
**Subject:** RE: Bitwise ICA edits

Steve -

Any update? According to my client, GRC has stopped processing orders including those that were already in process and for which due dates had been established. The suspension of ordering apparently includes loops, E911 and number porting. Obviously, everything is a concern to us, but it should also be a concern to GRC that E911 is once again being affected.

Please let me know what you find out, what prompted the suspension and when we can expect it to be lifted.

Jonathan

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**From:** Stephen Murray [mailto:murrays@madisonriver.net]  
**Sent:** Wednesday, September 06, 2006 9:15 PM  
**To:** jsm@thglaw.com  
**Cc:** 'Fred Miri'; skrivanm@madisonriver.net; 'David Rudd--GR'; 'Michael Shuler'  
**Subject:** RE: Bitwise ICA edits  
**Importance:** High

First, I was not aware that he had been "placed on freeze"; I do know that he is behind, but I do not have the specifics. So, I will need to check with the Company President to determine what is going on and since I just now opened this message at 9:10 PM, I will have to wait until tomorrow morning at 8 AM central...

1. So, I need to check on why he is, if he is, on freeze.
2. I will need to determine if we have or have not responded to Mike regarding the disputed amounts
3. I do not know what DS-1s are involved...

Jonathan, I will investigate and respond, forthwith...I have no desire to delay and/or derail things anymore than you...

Stephen V. Murray  
Director, Regulatory Affairs  
Madison River Communications, LLC  
103 So. 5th Street  
Mebane, NC 27302  
919-563-8109  
[murrays@madisonriver.net](mailto:murrays@madisonriver.net)

-----Original Message-----

6/22/2007

**From:** Jonathan S. Marashlian [mailto:jsm@thlglaw.com]  
**Sent:** Wednesday, September 06, 2006 8:42 PM  
**To:** 'Stephen Murray'  
**Cc:** 'Fred Miri'; skivanm@madisonriver.net; 'David Rudd--GR'; 'Michael Shuler'  
**Subject:** RE: Bitwise ICA edits  
**Importance:** High

Steve -

I understand Gallatin has placed a freeze on Bitwise based on allegations of unpaid past due balance. According to my client, all non-disputed charges have been paid and his account is current. There are charges which my client has formally disputed pursuant to the procedures set forth in its currently effective ICA. These disputes have neither been denied nor responded to. Therefore, Gallatin has absolutely no authorization under contract to suspend or freeze services and it is currently in breach of the ICA. More to the point, the disputed charges pertain to DS-1 charges for which you and I have previously reached an accord. Why now is Gallatin backing off our agreement?

Before we even consider signing the replacement ICA on Friday this situation MUST be cleared up and Bitwise's account MUST be released and the disputed charges resolved in my client's favor pursuant to the agreement we reached earlier this summer when our negotiations were first initiated.

This type of unconscionable and intentional frustration with my client's ability to compete on a level playing field will not be tolerated. I will call you in the morning to ensure this matter is promptly resolved.

Regards,  
Jonathan

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**From:** Stephen Murray [mailto:murrays@madisonriver.net]  
**Sent:** Wednesday, September 06, 2006 6:22 PM  
**To:** jsm@thlglaw.com  
**Cc:** 'Fred Miri'; skivanm@madisonriver.net; 'David Rudd--GR'  
**Subject:** RE: Bitwise ICA edits

My comments below in Italics; thanks for the prompt response..

Stephen V. Murray  
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-----Original Message-----

**From:** Jonathan Marashlian [mailto:jmarashlian@verizon.net]  
**Sent:** Wednesday, September 06, 2006 5:53 PM  
**To:** 'Stephen Murray'  
**Cc:** 'Fred Miri'; skivanm@madisonriver.net; 'David Rudd--GR'  
**Subject:** RE: Bitwise ICA edits

Steve -

I've reviewed the draft and I am ok with most everything. See my comments below.

6/22/2007

We are close.

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I have accepted most all of the edits you made and have highlighted all of those in Green.

In addition there were a few areas, where we need to chat; in those cases, I highlighted that language in Yellow.

The major areas that we need to review are;

1. Section 3.3.1.2 Page 18: Preservation of existing services.

I AM OK WITH THE GRANDFATHERING OF EXISTING SERVICES, PROVIDED THERE ARE SUITABLE ALTERNATIVES UNDER THE NEW AGREEMENT, AS YOU ADVISE THERE ARE. YOU CAN REMOVE MY LANGUAGE OR MODIFY AS NECESSARY TO ACHIEVE OUR MUTUAL INTENT. *Yes, there are alternatives, that is why we created multiple transport products and went to the extent of specifying the applicable rate elements for each product in the CLEC guide. Based on past experience, not all of the rate elements are applied, so yes there are alternatives, at near the same prices. In addition, we previously sent a letter (or e-mail, can't recall) specifying that the \$138 DS-1 would be grandfathered...*

2. Section 2.4.4, Page 33: Two way interconnection clause.

YOU MAY REINSERT 2.4.4. *Thank you, I will reinsert..*

3. Section 4.1.1, Page 34: ISP Order Cite; I need to provide this to you.

YES. I'D LOOK IT UP, BUT THERE ARE QUITE A VARIETY OF FCC ORDERS ON THE INTERNET THESE DAYS AND I'D PROBABLY PICK THE WRONG ONE. *I just sent the referenced Document to you and I will insert the docket number into the agreement...*

4. Section 4 & 5, Page 44: Line splitting. Jonathan, do you have some language for this?

I WILL HAVE SOME LANGUAGE FROM A RECENT VZ AGREEMENT TOMORROW. *Thanks, that will be helpful...*

5. Collocation Attachment; Section 2.4.1, Page 53: There is a deleted note on M/W collo that we need to discuss.

MY CLIENT WILL NOT BE DOING ANY M/W COLO, SO IT'S MOOT. I DELETED B/C IT APPEARED TO BE A HANGING, INCOMPLETE SENTENCE. IF IT'S IMPORTANT TO GRC, KEEP IT IN. *I understand both of your points. I think I will leave it out, as the existing language specifies access to transport or UNEs, which by default excludes the "relay" arrangement...*

6. Attachment 5; Section 2, Page 67: The word "maps" need to be deleted form the sentence; otherwise it is OK.

OK *Thank you...*

7. Attachment 6, Page 69: I revised the first sentence about Recip Comp and inserted the prevailing Recip Comp rate. Also, I revised the Dark Fiber reference.

OK WITH DARK FIBER REVISION. I'VE CONFUSED MYSELF. I WAS UNDER IMPRESSION \$0.007 WAS PREVAILING RECIP COMP TERM RATE. IS \$0.011 CONSISTENT WITH YOUR AGREEMENTS WITH NTS AND ESSEX? *Dark fiber, agreed, thanks. Recip Comp rate is \$0.011. It is the same rate that would be*

**charged the others...**

8. Also, there are a couple of references to Dark Fiber, which I have modified/added a caveat, as GRC does not have adequate capacity...

OK. **Thanks...**

***I will reopen the agreement and make these changes. I will un-highlight the Green areas and Green Highlight the previous Yellow areas to make sure that we both have seen the changes...***

***It appears as though, we will have a productive call on Friday.***

***David, we may want to consider sending the petition docs in anticipation of closure, as the issues above are the last items to resolve...***

Thanks very much for providing these edits and for the significant document edits.  
Regards;

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6/22/2007